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Equal Employment Opportunity Commission v. MJL of Cabot, Inc. d/b/a McDonald's of Cabot

Judge William R. Wilson Jr.

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Equal Employment Opportunity Commission v. MJL of Cabot, Inc. d/b/a McDonald's of Cabot

Keywords

EEOC, MJL of Cabot Inc., McDonalds of Cabot, 4:03cv00752WRW, Consent Decree, Hostile Work Environment, Sexual Harassment, Service, Title VII, Employment Law

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

DEC 16 2004

JAMES W. MCCORMACK, CLERK
By: *[Signature]* DEPT. CLERK

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

MJL OF CABOT, INC. d/b/a
MCDONALD'S OF CABOT

Defendant.

CIVIL ACTION NO.
4:03cv00752WRW

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission (hereinafter the "Commission") against the Defendant, MJL of Cabot, Inc. d/b/a McDonald's of Cabot (hereinafter "Defendant"), to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII), and the Civil Rights Act of 1991, 42 U.S.C. §1981a, and to remedy unlawful practices alleged in the Complaint filed in this action.

In the event this proposed Consent Decree is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action. This Decree shall not be admissible in any other civil actions other than actions arising out of the rights and obligations of the parties under this Decree. Defendant denies taking any action that constitutes a violation of Title VII of the Civil Rights Act of 1964, as amended, including but not limited to employees being subjected to a sexually hostile work environment and the parties agree that entry into this Consent Decree does not constitute a direct or indirect admission of guilt by Defendant.

However, all parties to this action desire to avoid the additional expense and delay in the litigation of this case.

The Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations and the statements of counsel for all parties and hereby approves the Consent Decree.

NOW, THEREFORE, the Court being fully advised in the premises, it is hereby **ORDERED, ADJUDGED AND DECREED:**

I. JURISDICTION

The United States District Court for the Eastern District of Arkansas, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF DECREE

A. This Consent Decree resolves all issues and claims arising out of the Commission's Complaint in this cause alleging unlawful employment policies and practices maintained by the Defendant and arising out of Charge No. 251-2002-01074 filed by Charging Party Jennifer McKinney with the Commission. Notwithstanding any provisions contained in this Decree, this Agreement shall not be considered in any manner to be dispositive of any charge now pending before any office of the Commission other than Charge No. 251-2002-01074.

B. The provisions of this Consent Decree shall continue to be effective and binding upon the parties to this action for a period of two years from the date of the entry of this Decree, with the exception of Section VI E (neutral reference) which shall be in effect permanently.

III. NON-DISCRIMINATION PROVISION

A. The Defendant, its officers, agents, employees, and all persons acting in concert

with the Defendant agree that they will not engage in any employment practice which has the purpose or effect of discriminating against any employee because of sex. Defendant will refrain from permitting its employees to be subjected to a sexually hostile work environment.

B. Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant agree that they will not retaliate against any employee for opposing discriminatory employment practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

C. Defendant agrees to train its non-management employees, supervisors, and managers at the Cabot I facility in the requirements of Title VII of the Civil Rights Act of 1964, as amended, regarding the prevention of sexual harassment and retaliation. This training session will be conducted within sixty (60) days of the entry of this Decree. A list of the employees that attend the training session, a copy of the syllabus, and a copy of the training materials will be provided to EEOC within thirty (30) days of the training session.

D. Defendant will provide a copy of its sexual harassment policy to all of its employees at the Cabot McDonald's facility within thirty (30) days of the entry of this Decree.

E. Defendant agrees that all reports of sexual harassment will be conveyed to its Human Resources Manager as soon as practicable.

F. Defendant agrees that it will place a letter in the personnel file of Al Klein indicating that he is not eligible for rehire by Defendant.

IV. NON-RETALIATION PROVISION

Defendant, its officers, agents, employees, and all persons acting in concert with Defendant shall not take any retaliatory measure against Jennifer McKinney or any employee for

opposing practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended, or for making a charge or complaint to the EEOC, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing under Title VII of the Civil Rights Act of 1964, as amended.

V. NOTICE

Defendant shall conspicuously post at its Cabot, Arkansas (Cabot I), location the notice (poster) required to be posted by Title VII of the Civil Rights Act of 1964, as amended. Furthermore, Defendant shall conspicuously post the notice at Appendix A of this Decree in its break room in Cabot, Arkansas, for a six month period commencing within ten (10) days after entry of this Decree by the Court.

VI. REPORTING

In addition to the report required by Paragraph III.C., Defendant will provide two reports, pertaining to its Cabot I location, to the EEOC. The first report will be submitted at twelve (12) months from the entry of the Decree. The second and final report will be submitted within twenty-three (23) months from the entry of the Decree.

Each report will describe any complaints of alleged sexual harassment at the Cabot McDonald's facility (Cabot I). The report will include a description of the investigation conducted by the Defendant in response to each complaint and indicate how the complaint was resolved.

Each report will also describe Defendant's efforts at training and orientation of newly hired supervisors, managers, and hourly employees in the requirements of Title VII.

VII. INDIVIDUAL RELIEF

A. Defendant agrees to expunge the personnel records of any female receiving monetary relief in this Decree of any potentially unfavorable or adverse personnel comments regarding any aspect of her employment with Defendant that were made by Al Klein or at his direction during the time Al Klein was employed with Defendant. Defendant shall expunge from these employment records any reference to the litigation of the matter.

B. Defendant shall deliver a cashier's check or business check to the following:

1. Payable to "Jennifer McKinney" in the amount of \$50,000

[REDACTED]
[REDACTED]
[REDACTED]

2. Payable to "Cortney Skidmore" in the amount of \$11,000

[REDACTED]
[REDACTED]
[REDACTED]

3. Payable to "Nicole Carlisle" in the amount of \$16,000

[REDACTED]
[REDACTED]
[REDACTED]

4. Payable to "Brandi Davis" in the amount of \$25,000

[REDACTED]
[REDACTED]
[REDACTED]

5. Payable to "Erin Baker" in the amount of \$25,000

[REDACTED]
[REDACTED]
[REDACTED]

6. Payable to "Teah Bidwell" in the amount of \$16,000

[REDACTED]
[REDACTED]
[REDACTED]

7. Payable to "Amanda Hunter" in the amount of \$11,000

[REDACTED]
[REDACTED]
[REDACTED]

8. Payable to "Jennifer McGehee" in the amount of \$25,000

[REDACTED]
[REDACTED]
[REDACTED]

9. Payable to "Sarah Rouse" in the amount of \$11,000

[REDACTED]
[REDACTED]
[REDACTED]

The checks should be mailed to the above referenced addresses within thirty (30) days after entry of this Decree by the Court.

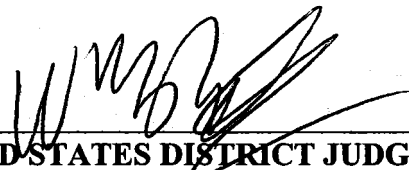
C. Defendant shall forward a copy of all of the check(s) to William A. Cash Jr. at the EEOC Office in Little Rock, Arkansas.

D. Defendant agrees to give a neutral reference to any potential employers of Jennifer McKinney who request a job reference. Likewise, the Defendant agrees to give a neutral reference to any potential employers of any of the females who received monetary relief in this Decree. The agreement by Defendant to provide a neutral reference for the females receiving monetary relief applies to their employment through the date of entry of the consent decree. Any such neutral reference shall be identical to the form demonstrated in Appendix B. No mention of Ms. McKinney's charge of discrimination or this lawsuit will be made as part of the neutral reference.

VIII. COSTS

Plaintiff EEOC and Defendant shall bear their own costs, including attorneys' fees.

SO ORDERED THIS 16th DAY OF December, 2004.


UNITED STATES DISTRICT JUDGE

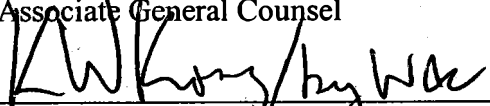
THIS DOCUMENT ENTERED ON
DOCKET SHEET IN COMPLIANCE
WITH RULE 58 AND/OR 79(a) FRCP
ON 12/16/04 BY [Signature]

COUNSEL FOR PLAINTIFF

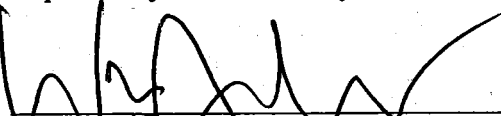
ERIC S. DREIBAND
General Counsel

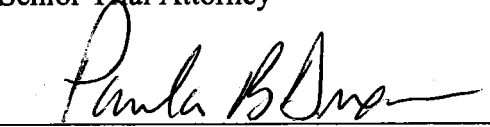
JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


KATHARINE W. KORES
Regional Attorney


TERRY BECK
Supervisory Trial Attorney

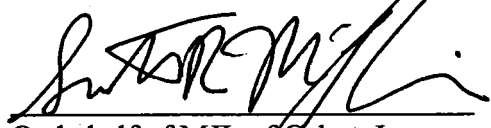

WILLIAM A. CASH, JR.
Senior Trial Attorney


PAMELA B. DIXON
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**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

Little Rock Area Office
820 Louisiana, Suite 200
Little Rock, Arkansas 72201
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(501) 324-5065

COUNSEL FOR DEFENDANT


On behalf of MJL of Cabot, Inc.
in his capacity as
SCOTT MCLAUGHLIN, *outside counsel,*
Seyfarth Shaw, LLP
700 Louisiana Street, Ste. 3850
Houston, TX 77002-2731

APPENDIX A
NOTICE

NOTICE

1. MJL of Cabot Inc. d/b/a McDonald's of Cabot has agreed to post this notice for six months to reinforce the company's policies concerning its commitment to providing a work environment free from sexual discrimination and sexual harassment.
2. MJL of Cabot Inc. d/b/a McDonald's of Cabot affirms its commitment to provide a work place that is free from discrimination.
3. MJL of Cabot Inc. d/b/a McDonald's of Cabot supports and will comply with such Federal laws in all respects. MJL of Cabot Inc. d/b/a McDonald's of Cabot will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission and/or testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.

DATE

APPENDIX B

NEUTRAL REFERENCE

Dear _____,

This letter is in reference to your request for information regarding the employment of Jennifer McKinney at MJL of Cabot Inc. d/b/a McDonald's of Cabot.

Ms. McKinney worked at MJL of Cabot Inc. d/b/a McDonald's of Cabot. from _____ through _____. Company policy does not permit us to give out any more information concerning Ms. McKinney's employment.

I am sure Ms. McKinney can provide you with the details concerning her tenure at MJL of Cabot Inc. d/b/a McDonald's of Cabot. I hope this information is helpful and that it satisfactorily answers your inquiry.

Very truly yours,

MJL OF CABOT INC. D/B/A MCDONALD'S OF CABOT

UNITED STATES DISTRICT COURT
Eastern District of Arkansas
U.S. Court House
600 West Capitol, Suite 402
Little Rock, Arkansas 72201-3325

December 16, 2004

* * MAILING CERTIFICATE OF CLERK * *

Re: 4:03-cv-00752.

True and correct copies of the attached were mailed by the clerk to the following:

Terry Beck, Esq.
Equal Employment Opportunity Commission
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Equal Employment Opportunity Commission
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Houston, TX 77002-2731

press

post

Date:

12/16/04

James W. McCormack, Clerk

BY:

Bme